

UNITED STATES DISTRICT COURT FOR THE MIDDLE
DISTRICT OF PENNSYLVANIA

No.

ISAIAH HUMPHRIES,

v

Plaintiff

THE PENNSYLVANIA STATE UNIVERSITY; JAMES
FRANKLIN; AND DAMION BARBER

Defendants

4:20-cv-64.

FILED
HARRISBURG, PA

JAN 13 2020

PER 
DEPUTY CLERK

TABLE OF CONTENTS OF EXHIBITS IN SUPPORT OF COMPLAINT

By:


Respectfully submitted,

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Dated: January 13, 2020

Attorney for Plaintiff

TABLE OF CONTENTS OF EXHIBITS IN SUPPORT OF COMPLAINT

<u>Exhibit</u>	<u>No.</u>
Big Ten Tender of Financial Aid Signed for Enrollment for the Academic Years 2018-2019 through 2022-2023.....	1

PENNSTATE



Office of Student Aid

Undergraduate Education
The Pennsylvania State University
314 Shields Building
University Park, PA 16802-1220

Isaiah Humphries
8813 Lochgreen Lane
Rowlett, TX 75089

December 20, 2017

Dear Isaiah:

It is my pleasure to notify you that upon the recommendation of Intercollegiate Athletics, you have been awarded an athletics grant-in-aid in the sport of Football. The period, terms and conditions of the award are described in the enclosed Big Ten Tender of Financial Aid agreement.

If you receive other types of financial aid, such as non-athletic, institutional, or academic awards that are countable against the sport's scholarship award limit under NCAA legislation, those funds may replace a portion of your athletics grant-in-aid in order to keep your athletic aid within the agreed award amount. All awards from outside agencies (i.e., booster clubs, civic organizations) will need to be reported to our office or the Athletics Compliance Office.

Prior to your enrollment, if you receive an institutional financial aid award unrelated to athletics that is equal or greater than the award set forth in this document, you may accept the institutional award and release the institution of its obligation to provide the athletically related financial aid.

This grant-in-aid is contingent upon your meeting admission requirements of Penn State and the eligibility requirements of the Big Ten Conference and the NCAA. This award may be revoked or suspended in the event you fail to meet the requirements stated in Big Ten Tender of Financial Aid.

If you agree to accept this Tender of Financial Aid, please follow the instructions to properly return the Big Ten Tender of Financial Aid agreement and, where applicable, the National Letter of Intent. In accordance with NCAA and Big Ten Conference rules, your award does not become effective until we receive the signed copies.

Congratulations on the achievements that make this award possible!

Sincerely,

Anna M. Griswold

Assistant Vice Provost for Enrollment Management and Student Aid

Enclosures

cc: James Franklin, Head Football Coach
Athletics Compliance Office



**BIG TEN TENDER OF FINANCIAL AID
SIGNED FOR ENROLLMENT IN ACADEMIC YEAR 2018-2019**

FROM: THE PENNSYLVANIA STATE UNIVERSITY **DATE: 12/20/2017** **SPORT: Football**

TO: Isaiah Humphries

DATE OF FIRST ATTENDANCE:

8813 Lochgreen Lane

AT PENN STATE: SP18 AT ANY INSTITUTION: SP18

Rowlett, TX 75089

TYPE OF AWARD: INITIAL WITH LETTER OF INTENT

PERIOD OF AWARD: 2018 SPRING SEMESTER; ACADEMIC YEARS 2018-19 THROUGH 2022-23

CONDITIONS OF FINANCIAL AID

1. This Tender covers the following:

SPRING 2018; 2018-19 THROUGH 2021-22: FULL GRANT [includes tuition, fees, room, board, books and other expenses related to attendance at Penn State (per NCAA legislation)];
2022-23: NO GRANT

2. This Tender is subject to your fulfillment of the admission requirements of this institution.
 3. Your receipt of financial aid under this Tender is subject to your full compliance with the institution's policies and the rules, regulations, bylaws and other legislation of the Big Ten Conference and the NCAA.
 4. This Tender is also subject to the additional conditions of financial aid, if any, that are established by the institution and set forth on Schedule A, a copy of which is attached hereto and incorporated herein.
 5. This Tender applies to the receipt of financial aid on or after August 1, 2018, for the academic year 2018-19 and, if applicable, any such later academic year(s).
 6. If this Tender is issued with a National Letter of Intent, it must be signed in accordance with the National Letter of Intent procedures, signing and filing dates.
- If you wish to accept this Tender, return this form to the Athletics Compliance Office of this institution **BY: 12/22/2017**

SIGNED

Director of Athletics

SIGNED

Executive Director, Student Aid

ACCEPTANCE *By signing this offer of financial aid and Schedule A, I understand and agree to the "Conditions of Financial Aid" set forth above and further that:*

1. I will become ineligible for intercollegiate athletics competition if I receive any financial assistance other than that authorized by the NCAA or exceed the financial aid limits stipulated under NCAA Bylaw 15 (Financial Aid).
2. I am ineligible to receive this Tender, and this Tender will be void, if I am under contract to or currently receiving compensation from a professional sports organization except as provided under NCAA Bylaw 12 (Amateurism) and NCAA Bylaw 15 (Financial Aid).
3. Any modification or cancellation of this Tender must be in compliance with institutional policies and with Big Ten Conference and NCAA rules, regulations, bylaws and other legislation.
4. My eligibility to receive financial aid under this Tender is subject to my full compliance with the institution's policies, including without limitation any of the conditions set forth on Schedule A attached hereto, and with the rules, regulations, bylaws and other legislation of the Big Ten Conference and the NCAA.
5. After signing this Tender, I may not represent any other Big Ten Conference institution in athletics competition until I have served one (1) year of residence (a "year of residence" is defined under NCAA Bylaw 14.02.13) at that Big Ten Conference institution. Further, upon my enrollment at any other Big Ten Conference institution, I will be charged with the loss of one (1) season of athletics eligibility in all sports.

SIGNED

STUDENT SIGNATURE

DATE

SIGNED

PARENT/LEGAL GUARDIAN SIGNATURE (if applicable*)

DATE

**A tender issued to a student-athlete under the age of majority who is not legally emancipated shall require the signature of a parent or legal guardian*

**SCHEDULE A TO TENDER OF FINANCIAL AID
DURING STATED PERIOD OF AWARD**

Pursuant to paragraph four (4) of the "Conditions of Financial Aid" section and paragraph four (4) of the "Acceptance" section of the Tender of Financial Aid, the following additional conditions of financial aid apply at The Pennsylvania State University:

- The scholarship amount listed on this Big Ten Tender of Financial Aid is a maximum limit to include Penn State and other awards that must be counted towards the NCAA team grant-in-aid limits. Penn State reserves the right to reduce the athletics financial aid award or other countable award(s) should the combined total exceed the value of the scholarship amount listed on the Big Ten Tender of Financial Aid.
- All awards are calculated and awarded in accordance with NCAA legislation.
- This tender does not include a guarantee of payment for attendance at summer sessions. Awards for summer school are made in accordance with NCAA, Big Ten Conference and University policies.
- Penn State Athletics reserves the right to reduce or cancel your athletically related financial aid during the period of the award under any of the following conditions:
 - You render yourself ineligible for intercollegiate competition under NCAA, Big Ten Conference or Penn State rules or standards
 - Any action that is contrary to provisions of the "Code of Conduct, Policy Statements and Social Networking" section of the Student-Athlete Handbook (<http://www.gopsusports.com/compliance/current-student-athletes.html>)
 - You are found to have breached the Penn State University Code of Conduct (<http://studentaffairs.psu.edu/conduct/codeofconduct/>)
 - You prompt any of the conditions set forth in NCAA Bylaw 15.3.4.2 -
 - Rendering yourself ineligible for intercollegiate competition
 - Fraudulently misrepresenting any information on an application, letter of intent or financial aid agreement
 - Engaging in serious misconduct warranting substantial disciplinary penalty
 - Voluntarily withdrawing from a sport at any time for personal reasons.
 - You fail to remain enrolled as a full time student at Penn State
 - You engage in illegal activity, academic fraud/misconduct, or are involved in a violation of NCAA rules that requires your eligibility to be reinstated. Note: this applies to any situation that occurs as of the date that all parties have signed this agreement, even if that occurrence is prior to the start of the academic year.
 - You fulfill the requirements to receive a bachelor's degree from Penn State
- This award has been made upon the basis of you declaring intention to participate in a sport by signing a National Letter of Intent (NLI), application or financial aid agreement with Penn State. Actions by you to not participate (i.e., not reporting for practice, making only token appearances as determined by the institution) constitutes fraudulent misrepresentation on your NLI, application or agreement and makes your financial award subject to cancellation during the period of the award.

SIGNED _____

Director of Athletics

SIGNED _____

Executive Director, Student Aid

SIGNED _____

STUDENT SIGNATURE

DATE _____

SIGNED _____

PARENT/LEGAL GUARDIAN SIGNATURE (if applicable*)

DATE _____

**A tender issued to a student-athlete under the age of majority who is not legally emancipated shall require the signature of a parent or legal guardian*

Humphries

NLI NATIONAL LETTER of INTENT

2018-19

Administered by the NCAA on behalf of the Collegiate Commissioners Association (CCA).

Do not sign prior to 7 a.m. (local time) on the following dates or after the final signing date listed for each sport.

<u>SPORT</u> (Place an "X" on the proper line.)	<u>INITIAL SIGNING DATE</u>	<u>FINAL SIGNING DATE</u>
<input type="checkbox"/> Basketball (Early Period)	November 8, 2017	November 15, 2017
<input type="checkbox"/> Basketball (Regular Period)	April 11, 2018	May 16, 2018 (<i>Division I</i>)
<input checked="" type="checkbox"/> Football (Early Period for Division I)	December 20, 2017	August 1, 2018 (<i>Division II</i>)
<input type="checkbox"/> Football (Midyear JC Transfer)	December 20, 2017	December 22, 2017
<input type="checkbox"/> Football (Regular Period)	February 7, 2018	January 15, 2018
<input type="checkbox"/> Soccer and Men's Water Polo	February 7, 2018	April 1, 2018
<input type="checkbox"/> All Other Sports (Early Period)	November 8, 2017	August 1, 2018
<input type="checkbox"/> All Other Sports (Regular Period)	April 11, 2018	November 15, 2017
		August 1, 2018

IMPORTANT - READ CAREFULLY

It is important to read this entire document before signing it. One copy is to be retained by you and the other copy is to be returned to the institution which will file a copy with the appropriate conference office. **It is permissible to transmit copies electronically.** The National Letter of Intent (NLI) is a voluntary program with regard to both institutions and prospective student-athletes. No prospective student-athlete or parent is required to sign the NLI for a prospective student-athlete to receive athletics aid and participate in intercollegiate athletics.

1. **Initial Enrollment in Four-Year Institution.** This NLI applies only to prospective student-athletes who will be entering four-year institutions for the first time as full-time students. It is permissible for 4-2-4 transfer student-athletes to sign the NLI provided a previous valid NLI does not apply. The terms of the previous NLI are satisfied if a student-athlete graduates from the two-year college.
2. **Financial Aid Requirement.** At the time I sign this NLI, I must receive a written offer of athletics financial aid for the entire 2018-19 academic year from the institution named in this document. The offer must list the terms, conditions and amount of the athletics aid award. (A midyear football two-year college transfer student-athlete must receive a written offer of athletics financial aid for the remainder of the 2017-18 academic year. If the institution does not renew the athletics aid for the following academic year, the student-athlete must be released of the NLI). In order for this NLI to be valid, my parent/legal guardian and I must sign the NLI and I must also sign the offer of athletics aid (see institutional policy for parent/legal guardian signature) prior to submission to the institution named in this document, and any other stated conditions must also be met. If the conditions stated on the financial aid offer are not met, this NLI shall be declared null and void.
 - **Professional Sports Contract.** If I sign a professional sports contract in the sport in which I signed the NLI, I remain bound by the NLI in all other sports, even if NCAA rules prohibit the institution named in this document from providing me with athletics financial aid for the sport in which I signed the NLI.
3. **Provisions of Letter Satisfied.**
 - a. **One-Year Attendance Requirement.** The terms of this NLI shall be satisfied if I attend the institution named in this document for one academic year (two semesters or three quarters) as a full-time student.
 - b. **Two-Year College Graduation.** After signing this NLI while in high school and if I later attend a two-year college, the terms of this NLI will be satisfied if I graduate from the two-year college.
4. **Basic Penalty.** I understand that if I do not attend the institution named in this document for one full academic year and I enroll in another institution participating in the NLI program, I may not compete in intercollegiate athletics until I have completed one full academic year in residence at the latter institution. Further, I understand I shall be charged with the loss of one season of intercollegiate athletics competition in all sports. This is in addition to any seasons of competition used at any institution.
5. **Early Signing Period Penalties.** Prospective student-athletes who will participate in football are prohibited from signing an NLI during the early signing period for another sport. A prospective student-athlete who signs an NLI during the early period in a sport other than football will be ineligible for practice and competition in football during the first year of enrollment at an NLI member institution and shall forfeit one season of competition in football. In circumstances where a prospective student-athlete's primary sport is not football, but anticipates participating in football, the prospective student-athlete should delay signing an NLI until either the football signing period or during the regular signing period for all other sports.
6. **Release Request and Appeal Process.** In the event I wish to be released from my NLI obligation, the NLI release request and appeal process information can be reviewed on the NLI Web site at www.national-letter.org. I understand that the NLI Policy and Review Committee has been authorized to issue interpretations, settle disputes and consider appeals for complete release from the provisions of the NLI when extenuating circumstances are determined to exist and the signing institution denies my request for release. I further understand the Committee's decision may be appealed to the NLI Appeals Committee, whose decision shall be final and binding.

7. Letter Becomes Null and Void. This NLI shall be declared null and void if any of the following occur:

- a. **Admissions Requirement.** This NLI shall be declared null and void if the institution named in this document notifies me in writing that I have been denied admission or, by the opening day of classes in fall 2018, has failed to provide me with written notice of admission, provided I have submitted a complete admission application. It is my obligation to provide, by request, my academic records and an application for admission to the signing institution. If I fail to submit the necessary academic credentials and/or application to determine an admission decision prior to September 1, the NLI office per its review with the institution will determine the status of the NLI.

If I am eligible for admission, but the institution named in this document defers my admission to a subsequent term, the NLI will be declared null and void; however, this NLI remains binding if I defer my admission.

- b. **Eligibility Requirements.** This NLI shall be declared null and void if, by the opening day of classes in fall 2018, I have not met NCAA initial eligibility requirements; NCAA, conference or institution's requirements for athletics financial aid; or two-year college transfer requirements, provided I have submitted all necessary documents for eligibility determination.

(1) This NLI shall be rendered null and void if I become a nonqualifier per the NCAA Eligibility Center. This NLI remains valid if I am a partial qualifier per NCAA Division II rules unless I do not meet the institution's policies for receipt of athletics aid.

(2) It is my obligation to register with and provide information to the NCAA Eligibility Center. If I fail to submit the necessary documentation for an initial-eligibility decision and have not attended classes at the signing institution, the NLI office per its review with the institution will determine the status of the NLI.

(3) This NLI shall be rendered null and void if I am a midyear football two-year college transfer and I fail to graduate from two-year college at midyear, if required per NCAA, conference or institutional rules. The NLI remains binding for the following fall term if I graduated, was eligible for admission and financial aid and met the two-year college transfer requirements for competition for the winter or spring term, but chose to delay my admission.

- c. **One-Year Absence.** This NLI shall be declared null and void if I have not attended any institution (two-year or four-year) for at least one academic year, provided my request for athletics financial aid for a subsequent fall term is denied by the signing institution. *Service in active duty with the U.S. armed forces or an official church mission for at least 12 months can use the One-Year Absence to null and void the NLI.* I may still apply this provision if I initially enrolled in an NLI member institution but have been absent for at least one academic year. To apply this provision, I must file with the appropriate conference office a statement from the director of athletics that such athletics financial aid will not be available for the requested fall term.

- d. **Discontinued Sport.** This NLI shall be declared null and void if the institution named in the document discontinues my sport.

- e. **Recruiting Rules Violation.** If eligibility reinstatement by the NCAA student-athlete reinstatement staff is necessary due to NCAA and/or conference recruiting rules violations, the institution must notify me that I have an option to have the NLI declared null and void due to the rules violation. It is my decision to have the NLI remain valid or to have the NLI declared null and void, permitting me to be recruited and not be subject to NLI penalties.

8. **Recruiting Ban After Signing.** I understand all participating conferences and institutions are obligated to respect my signing and shall cease contact with me and my family members after my signing this NLI which includes me and my family members not initiating contact with athletic staffs at other institutions. Any contact in excess of an exchange of a greeting is not permitted regardless of the conversation. The conversation does not have to result in recruiting discussion for a recruiting ban violation to occur. I shall notify any coach who contacts me that I have signed an NLI. Once I enroll in the institution named in this document, the NLI Recruiting Ban is no longer in effect and I shall be governed by applicable NCAA bylaws.

9. **7-Day Signing Deadline.** If my parent/legal guardian and I do not sign this NLI and accompanying offer of athletics aid within 7 days after the date of issuance (noted on the signing page) it will be invalid. The 7-day signing deadline does not apply if the NLI is received on the last day of a signing period (e.g., August 1). In this case, the 7-day signing deadline only applies if there are 7 days remaining for the signing period. Additionally, the institution must file the NLI with its conference office within 14 days of the date of final signature; otherwise, the NLI is invalid. The 7-day signing deadline does not apply to the Division I football early signing period.

10. **Statute of Limitations.** I am subject to the NLI penalty if I do not fulfill the agreement; however, if I do not attend an NLI member institution to fulfill the agreement or penalty and four years has elapsed since my signing date, the NLI is no longer binding. Therefore, this NLI is in full force and effect for a period of four years, commencing with the date I sign this NLI, if I do not attend an NLI member institution during the period of four years.

11. **Coaching Changes.** I understand I have signed this NLI with the institution and not for a particular sport or coach. If a coach leaves the institution or the sports program (e.g., not retained, resigns), I remain bound by the provisions of this NLI. I understand it is not uncommon for a coach to leave his or her coaching position.

12. **Coaching Contact Prohibited at Time of Signing.** A coach or an institutional representative may not hand deliver this NLI off the institution's campus or be present off campus at the time I sign the NLI per NCAA rules. This NLI may be delivered by courier service, express or regular mail, email, fax, mobile app or any other electronic means. An NLI submitted to an institution electronically is permissible.

It is important to read more information about the NLI at www.national-letter.org.

2018-2019

Name of Prospective Student-Athlete HUMPHRIES ISIAH

Last First Middle Initial

Permanent Address	ROWLETT	TX	75089	US
	City	State	Postal Code	Country

Prospective Student-Athlete's NCAA ID 1705805424 **Date of Birth** 09/27/1999
(must be registered with the NCAA Eligibility Center and on the Institutional Request List)

Submission of this NLI has been authorized by:

SIGNED

Director of Athletics (or designee)

12/20/2017

Date Issued to Prospective Student-Athlete

FOOTBALL

Sport

For Institutional Use Only:

Two-year college transfer ☐

Two-year college expected graduation date _____
(if required to graduate)

This is to certify my decision to enroll at Pennsylvania State University
Name of Institution

I certify that I have read all terms and conditions included in this document. I have discussed them with the coach and/or other staff representatives of the institution named above, and I fully understand, accept and agree to be bound by them. I understand that signing this NLI is voluntary and I am not required to sign the NLI to receive athletics aid and participate in intercollegiate athletics. Additionally, I give my consent to the signing institution, to disclose to authorized representatives of its athletics conference, the NCAA and the NLI Office any documents or information pertaining to my NLI signing. Further, I give my consent to the NLI Office to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to correct any inaccuracies reported by the media or related to my NLI signing, without such disclosure constituting a violation of my rights, including my rights under the Family Educational Rights and Privacy Act.

If I falsify any part of this NLI, or if I have knowledge that my parent or legal guardian falsified any part of this NLI, I understand I shall forfeit the first year of my athletics competition at any NLI member institution.

My signature on this NLI nullifies any agreements, oral or otherwise, which would release me from the conditions stated within this NLI.

SIGNED

Prospective Student-Athlete Signature

Signing Date (Mth/Day/Yr)

Time (Designate - A.M./P.M.)

*Do not sign prior to 7:00 a.m.
(local time) on the initial
signing date.*

Parent/ legal guardian signature required if prospective student-athlete has not reached his or her 21st birthday.

SIGNED

(Check one) ☐ Parent or ☐ Legal Guardian Signature

Signing Date (Mth/Day/Yr)

Time (Designate - A.M./P.M.)

*Do not sign prior to 7:00 a.m.
(local time) on the initial
signing date.*

Print Name of Parent/Legal Guardian

4692730892
Telephone Number (including area code)

isaiahhumphries@gmail.com

Email Address